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10 *Attorneys for Plaintiff, U.S. Bank National Association, as Trustee for Structured Asset*  
11 *Securities Corporation Mortgage Loan Trust 2007-BNC1, Mortgage Pass-Through*  
12 *Certificates, Series 2007-BNC1*

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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR STRUCTURED ASSET  
SECURITIES CORPORATION MORTGAGE  
LOAN TRUST 2007-BNC1, MORTGAGE  
PASS-THROUGH CERTIFICATES, SERIES  
2007-BNC1,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a  
domestic limited liability company; LOS  
PRADOS COMMUNITY ASSOCIATION, a  
domestic non-profit coop corp without stock;  
NEVADA ASSOCIATION SERVICES, INC.,  
a domestic corporation,

Defendants.

SFR INVESTMENTS POOL 1, LLC,

Counter/Cross-Claimant

vs.

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR STRUCTURED ASSET  
SECURITIES CORPORATION MORTGAGE  
LOAN TRUST 2007-BNC1, MORTGAGE  
PASS-THROUGH CERTIFICATES, SERIES

Case No.: 2:17-cv-01677-JCM-NJK

**STIPULATION AND ORDER FOR  
DISMISSAL OF SFR INVESTMENTS  
POOL 1, LLC**

2007-BNC1; SALVATORE A. MONCADA, an  
individual; MARY M. MONCADA, an  
individual,

Counter/Cross-Defendants.

Plaintiff/Counter-defendant, U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Loan Trust 2007-BNC1, Mortgage Pass-Through Certificates, Series 2007-BNC1 (hereinafter "U.S. Bank"), Defendant/Counterclaimant SFR Investments Pool 1, LLC ("SFR"), by and through the undersigned counsels hereby stipulate and agree as follows:

WHEREAS:

1. The real property which is the subject of this case is commonly known as 5404 Singing Hills Drive, Las Vegas NV 89130, APN No. 125-36-113-002 ("Property") and is part of the Los Prados Community Association ("HOA");

2. Mary M. Moncada executed a first Deed of Trust stating it was securing a loan in the amount of \$344,250.00 (the "Note") recorded on June 8, 2007 in the Official Records of Clark County, Nevada as Book and Instrument Number 20070608-0000660 ("Deed of Trust"). The Deed of Trust named Mortgage Electronic Registration Systems, Inc. ("MERS") as the beneficiary;

3. An Assignment of Deed of Trust transferring the beneficiary interest under the Deed of Trust from MERS to U.S. Bank was recorded on May 26, 2010 in the Official Records of Clark County, Nevada as Book and Instrument Number 201005260003078;

4. On May 9, 2011, a Notice of Default and Election to Sell was recorded against the Property by Nevada Association Services, Inc. ("NAS"), as agent for HOA;

5. On October 17, 2011, a Notice of Foreclosure Sale was recorded against the Property by NAS, as agent for HOA;

6. On April 5, 2013, a second Notice of Foreclosure Sale was recorded against the Property by NAS, as agent for HOA;

1           7.       NAS sold the Property on behalf of HOA on April 26, 2013 (“HOA Sale”) to  
2 SFR by Foreclosure Deed;

3           8.       As a result of the HOA Sale, NAS collected proceeds in excess of the HOA’s  
4 statutory lien in the amount of \$8,816.43 (the “Excess Proceeds”);

5           9.       On April 29, 2013, a Foreclosure Deed naming SFR as the grantee was recorded  
6 as Book and Instrument Number 201304290001692 in the official records of the Clark County  
7 Recorder;

8           10.      At the time of the HOA Sale, U.S. Bank was the recorded beneficiary of the  
9 Deed of Trust;

10          11.      On June 15, 2017, U.S. Bank filed a Complaint for Quiet Title and Wrongful  
11 Foreclosure in this action, naming SFR, HOA and NAS [ECF No. 1];

12          12.      On July 21, 2017, HOA filed an Answer to U.S. Bank’s Complaint [ECF No.  
13 14];

14          13.      On July 24, 2017, SFR filed an Answer to U.S. Bank’s Complaint and a  
15 Counterclaim/Crossclaim against U.S. Bank, Borrower and Salvatore A. Moncada for Quiet  
16 Title [ECF No. 16];

17          14.      On September 8, 2017, U.S. Bank filed a Motion for Summary Judgment [ECF  
18 No. 24], which both SFR and HOA opposed [ECF Nos. 31 and 33]. SFR also filed a Motion for  
19 FRCP 56(d) Relief [ECF No. 32], which U.S. Bank opposed [ECF No. 41];

20          15.      On December 22, 2017, U.S. Bank filed a Motion for Protective Order [ECF No.  
21 51], which SFR opposed [ECF No. 58];

22          16.      The undersigned Parties have come to a resolution regarding their respective  
23 claims and interest in the Property and the Excess Proceeds;

24          17.      The undersigned Parties have, or will, execute a settlement agreement, the terms  
25 of which are confidential, but under which U.S. Bank agrees to relinquish its right, title and  
26 interest in the Property for agreed-upon consideration;

27          18.      SFR agrees to relinquish any right, title and interest in the Excess Proceeds;  
28

1           19. All other claims asserted by or against any of the undersigned Parties hereto shall  
2 be dismissed with prejudice;

3           20. Nothing in this Stipulation should be construed as intended to benefit any other  
4 party not identified as the undersigned Parties hereto, and in particular, shall not constitute a  
5 waiver or relinquishment of any claims by U.S. Bank against the HOA, NAS and Borrower or  
6 of a waiver or relinquishment of any claims by SFR against the Borrower as former unit owner  
7 and

8           21. Each Party shall bear its own fees and costs incurred in this litigation and  
9 settlement.

10           **IT IS HEREBY STIPULATED AND AGREED** that claims asserted against SFR in  
11 U.S. Bank's June 15, 2017 Complaint shall be dismissed **with prejudice**;

12           **IT IS HEREBY STIPULATED AND AGREED** that claims asserted against U.S.  
13 Bank in SFR's July 24, 2017 Counterclaim/Crossclaim shall be dismissed **with prejudice**;

14           **IT IS FURTHER STIPULATED AND AGREED** that U.S. Bank's September 8, 2017  
15 Motion for Summary Judgment [ECF No. 24] shall be withdrawn **only as to SFR** and shall not  
16 affect claims and arguments asserted therein against HOA and HOA Trustee;

17           **IT IS FURTHER STIPULATED AND AGREED** that SFR's October 2, 2017 Motion  
18 for FRCP 56(d) Relief [ECF No. 32] and U.S. Bank's December 22, 2017 Motion for Protective  
19 Order [ECF No. 51] shall be withdrawn as moot;

20           **IT IS FURTHER STIPULATED AND AGREED** that SFR hereby relinquishes any  
21 right, title and interest in the Excess Proceeds;

22           **IT IS FURTHER STIPULATED AND AGREED** that nothing in this Stipulation and  
23 Order is intended to be, or will be, construed as an admission of the claims or defenses of the  
24 Parties;

25           **IT IS FURTHER STIPULATED AND AGREED** that this Stipulation and Order is in  
26 no way intended to impair the rights of U.S. Bank (or any of its authorized agents, investors,  
27 affiliates, predecessors, successors, and assigns) to pursue any and all remedies against the  
28 HOA and NAS with regard to the Property or Excess Proceeds and against the Borrower, as

1 defined in the Note, that U.S. Bank (or any of its authorized servicers, agents, investors,  
2 affiliates, predecessors, successors, and assigns) may have relating to the Note, including the  
3 right to sue the Borrower for any deficiency judgment;

4 **IT IS FURTHER STIPULATED AND AGREED** that this Stipulation and Order is in  
5 no way intended to impair the rights of SFR (or any of its authorized agents, investors,  
6 predecessors, successors, and assigns) to pursue quiet title against Salvatore A. Moncada and  
7 Mary M. Moncada.

8 **IT IS FURTHER STIPULATED AND AGREED** that the settlement entered into by  
9 and between the undersigned Parties has been entered into in good faith, pursuant to NRS  
10 17.245; and

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**IT IS FURTHER STIPULATED AND AGREED** that each Party shall bear its own attorney's fees and costs incurred in this litigation and settlement.

Dated this 4<sup>th</sup> day of February, 2019.

Dated this 4<sup>th</sup> day of February, 2019.

WRIGHT, FINLAY & ZAK, LLP

KIM GILBERT EBRON

/s/ Yanxiong Li

/s/Jacqueline A. Gilbert

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Securities Corporation Mortgage Loan

Las Vegas, Nevada 89101

Trust 2007-BNC1, Mortgage Pass-Through

*Attorneys SFR Investments Pool 1, LLC*

*Certificates, Series 2007-BNC1*

## ORDER

Based on the foregoing Stipulation by and between the parties, and good cause appearing, IT IS SO ORDERED.

Dated: February 12, 2019

UNITED STATES DISTRICT COURT JUDGE